

Town of Boonville
April 6, 2021, Regular Meeting Minutes
Harvey E. Smith Municipal Building

The following were in attendance at the 4/6/21 regular meeting: Mayor Vaughn Benton, Mayor Pro-tem Justin Phillips, Commissioners Monica Craver, Dwaine Dobbins, and Tim Driver. Also in attendance were Finance Officer/Town Clerk Kim Wells, Public Works Director Jeff Jones, Police Chief Jeff Hobson, and Administrative Assistant Steve Hutchens. Commissioner David Cox and Town Attorney James Freeman were present through Zoom.

- I. Call to Order and Welcome:** Mayor Benton called the 4/6/21 meeting to order at 7:02 p.m.
- II. Conflict of Interest Issues and Approval of Agenda:** Commissioner Craver asked the Board members to consider adding under New Town Business, Item A. Ratify Lights Purchased from Duke Power and Ride-A-Long Waiver; Item E. Town Hall updates and needs; Item F. Occupational Safety and Health Administration (OSHA); Item G. Garwood Street. Discussion followed. Commissioner Craver motioned to accept the agenda as amended. Mayor Pro-tem Phillips seconded, and the motion passed unanimously.
- III. Pledge of Allegiance and Prayer:** Mayor Benton led the Pledge of Allegiance and the prayer.
- IV. Adoption of minutes:** Commissioner Driver motioned to accept the 3/2 regular minutes, 3/18 recessed minutes, and 3/2 closed session minutes. Commissioner Craver seconded, and the motion passed unanimously.
- V. Public Comments:** None were voiced.
- VI. Old Town Business:**
 - A. Update on Water and Sewer Projects:** Public Works Director Jones reported on the preliminary walkthrough with the engineer and contractor at the new well site. He stated that the closing would occur next week pending the State. He stated that we had met all of our requirements.
 - B. CARES Funding:** Commissioner Craver reported on the status of the radios purchased with CARES funds. No guidance has been received on how American Rescue Plan (ARP) funds can be used.
- VII. New Town Business:**
 - A. Ratify Lights Purchased from Duke Power:** Commissioner Craver reported that she had received consensus from the Board members to pursue the purchase of the LED lights for the municipal building in addition to the library. Funds are available for both purchases, but a motion is needed to ratify the consensus. Commissioner Craver motioned to ratify the lights purchased from Duke Power. Mayor Pro-tem Phillips seconded, and the motion passed unanimously.
Ride-A-Long Waiver: Commissioner Craver reviewed the Ride-A-Long Waiver that was prepared for the Public Works Department using the model from the Police Department. The document has been reviewed by Attorney Freeman. Commissioner Craver had obtained a consensus from the Board members and motioned to ratify the Ride-A-Long Waiver. Commissioner Dobbins seconded, and the motion passed unanimously.
 - B. Approval of Charles Scott Invoice:** Finance Officer/Town Clerk Wells presented the Board members with the annual invoice from CPA Charles Scott. She stated this invoice was for the work papers he prepared for the 2019-2020 audit. The amount was increased due to extra work required for the water/sewer loans. There were funds budgeted for the expense. Due to the close out of some of the loans this fiscal year, and the need for extra audits for the funding amounts of the loans, the next invoice will also be larger than in a normal year. Commissioner Craver motioned to approve the payment of \$12,600 to Charles Scott for preparation of the work papers and adjustments for the audit year ending June 30, 2020. Commissioner Dobbins seconded, and the motion passed unanimously.
 - C. Approval of EW2 Environmental Invoice:** Public Works Director Jones stated that the invoice was an annual budget expense for the UV light replacement at the sewer plant. Commissioner Craver motioned to approve the EW2 invoice. Mayor Pro-tem Phillips seconded, and the motion passed unanimously.
 - D. Budget Workshop Date:** The Board members discussed the last budget workshop and possible dates for the next budget workshop. It was the consensus of the Board members to conduct the next budget workshop on Saturday, April 24, from 9:00 a.m.-11:00 a.m.

- E. **Town Hall Updates and Needs:** Commissioner Craver informed the Board members that she would like to see some updates to Town Hall and to the Town Hall grounds. Discussion followed. It was the consensus of the Board members to have a list of updates prepared with estimates and return it to the Board members for discussion.
- F. **Occupational Safety and Health Administration (OSHA):** Public Works Director Jones reported on a surprise inspection by NC Department of Labor (NCDOL). He explained some discrepancies found during the visit as well a letter detailing fines that was submitted to the Town. He stated that any of the discrepancies that could be corrected were completed. Mr. Jones had an informal discussion with the NCDOL district supervisor and was awaiting a response. Mr. Jones stated that unofficially, NCDOL would reduce the fines from \$2,200 to \$1,430, giving the Town a 35 percent discount. Commissioner Cox suggested that all Department Heads should participate in a safety course. Discussion followed on the offenses. Commissioner Craver motioned to approve the pending discounted penalty of no more than \$1,430 for OSHA fines. Mayor Pro-tem Phillips seconded, and the motion passed unanimously.
- G. **Garwood Street:** Commissioner Craver reported for Commissioner Cox, who was participating in the meeting via Zoom. Commissioner Cox had received a complaint about water erosion on Garwood Street. He is aware that the road is scheduled for pavement in the upcoming fiscal year but feels that the drainage issue should be addressed prior to paving. Commissioner Cox had a quote from an employee of the City of High Point for \$1,500 for a study to be conducted before the road is paved. Public Works Director Jones stated that part of the budget was to move the drainage in that area. He reported to the Board members what he had witnessed during a recent rainstorm. Discussion followed. It was the consensus of the Board members to table the topic until the next meeting and begin a conversation with the landowner, Rex Brannon.

VIII. Reports and announcements:

- A. **Mayor's report:** Mayor Benton did not give a report.
- B. **Finance Officer's report:** Finance Officer/Town Clerk Wells reported on the utility billing for April and reviewed the Budget vs. Actual report. The audit was pending a response from the Local Government Commission (LGC).
- C. **Public Works Director's report:** Public Works Director Jones reported that water meters had been read manually for the month of April billing. He stated that the Rural Water Association had assisted the Town in completing the required annual Consumer Confidence Report (CCR). Mr. Jones also reported that the new water meters had been shipped, and he is waiting on tracking number.
- D. **Police Chief's report:** Police Chief Hobson reported on a complaint received regarding big trucks speeding on US 601. Trucks have been clocked of speeds up to 42 mph but nothing excessive. He stated that the resident also contacted the NC Department of Transportation (DOT) regarding a dip in the road in front of their house. Discussion followed on DOT and the D&J Galaxy parking lot. Public Works Director Jones stated that DOT personnel had informed him they were planning to resolve the issue by removing approximately one-third of flower beds to fix the drainage issues. They are also investigating the drainage issues by the old bed and breakfast and make suggestions on how to resolve those issues.
- E. **Departmental Commissioner's Reports:** Commissioner Craver reported that she had been driving through Boonville assessing some of the needs of the Town. So far there is no guidance on how ARP funds can be used. However, she plans to obtain some parking lot quotes in case those funds could be used for that type of project. She also stated that she was coordinating a list of needs for all departments. Once finalized, the Board members could plan for funding. Commissioner Craver informed the Board members that D&J Galaxy would transition ownership soon and may become an IGA grocery store. She also stated that the old Quik Pik was being remodeled to be a gas/tobacco store.
- F. **Committee reports as needed:** Debbie Cooper reported that the Community Yard Sale would be held during May 14-15. She stated there would be food trucks and vendors set up that day. The preliminary date for the Melon Festival is August 14. Discussion followed on the new playground equipment.

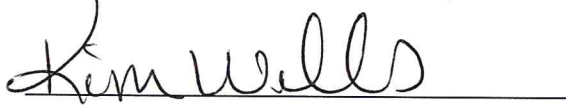
- IX. **Closed Session per NCGS 143-318.11(a)(6) – Personnel:** Commissioner Craver motioned to go into closed session per NCGS 143-318.11(a)(6) for personnel. Mayor Pro-tem Phillips seconded, and the motioned passed unanimously at 8:00 p.m.

Mayor Pro-tem Phillips motioned to return to open session. Commissioner Driver seconded, and the motion passed unanimously at 9:00 p.m.

Commissioner Craver motioned to terminate 4 employees – Pedro Lopez, Haley Beam, Eric Ball, and Shane Bunnell. Mayor Pro-tem Phillips seconded, and the motion passed unanimously.

X. Recess: Mayor Pro-tem Phillips motioned to recess until April 24 from 9:00 a.m.-11:00 a.m. for a budget workshop. Commissioner Craver seconded, and the motioned passed unanimously. The meeting ended at 9:01 p.m.



R. Devaughn (Vaughn) Benton, Mayor

Kim Wells, Finance Officer/Town Clerk



Small Business
Energy Saver

Duke Energy Small Business Energy Saver Program

Energy Efficiency Proposal

Presented to:

Town of Boonville(Police Station)

Jeff Jones (Operations
Manager/Operations Other)
Town Of Boonville
108 N Carolina Ave

Boonville, NC 27011

336-466-0887

jeff.jones@boonvillenc.com

Presented by:

Sam Houston

Energy Service Representative

LIME ENERGY SERVICES CO.

16810 Kenton Drive,
Suite 240

Huntersville, NC 28078

828-713-3889

sam.houston@lime-energy.com



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Accept this proposal today to join over
18,000 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$914** less on energy per year if you take advantage of our energy efficiency upgrades .

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

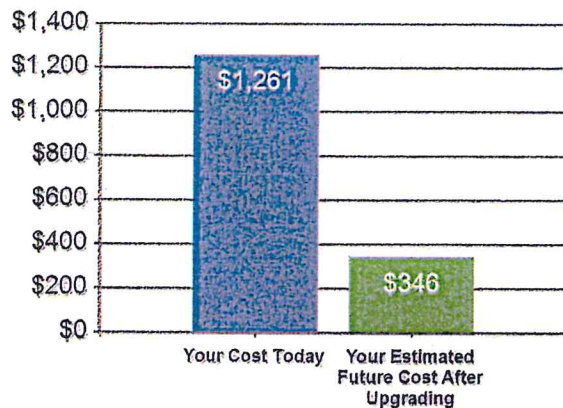
EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

Savings after
1 Month..... \$76.17

Savings after
1 Year..... \$914.07

Savings after
5 Years..... \$4,570.34

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$2,807.12
Utility Incentive (62%)	\$1,751.00
Your Cost (38%)	\$1,056.12
Est. Annual Savings*	\$914.07/yr
Est. Investment Payback**	14 Months
Est. 1st Yr Return on Investment	87%

*Estimated savings in dollars is based on a rate of \$0.129 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

** Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Payment Options

Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	12
Est. 1st year return on investment	97%
Deposit (0%)	\$0.00
Total Payment	\$939.95

11.00% discount of **\$116.17** if you pay upgrade in full after completion

*Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Option 2: Payment Plans

Term	12 Months	24 Months
Monthly Savings	\$76.16	\$76.16
Monthly Payment	\$88.01	\$44.01
Monthly Cash Flow	(\$11.85)	\$32.15

Payment plans are offered through Ascentium Capital (the "Lender").

Option 3: Extended Financing Options

Term	36 Months	48 Months	60 Months
Monthly Savings	\$76.16	\$76.16	\$76.16
Monthly Payment	\$30.59	\$23.88	\$20.15
Monthly Cash Flow	\$45.57	\$52.28	\$56.01

Extended Financing Options are offered through the Lender. Participating Customers must qualify separately.

Scope of Work

Building: TOWN OF BOONVILLE		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Interior: Meeting room	A 2x4, 4-Lamp T12 Fluorescent Fixture	15	will be Retrofit with (4) 4' RLED 5000K Lamps.	15	Watts: 2,100 Est. Hours: 1,043 kWh:2,190
2	Interior: Bathrooms	A 1x2, 2-Lamp T12 Fluorescent Fixture	3	will be Retrofit with (2) 2' RLED 5000K Lamps.	3	Watts: 114 Est. Hours: 1,043 kWh:119
3	Interior: Front foyer/Lobby areas	A 2x4, 4-Lamp T12 Fluorescent Fixture	4	will be Retrofit with (4) 4' RLED 5000K Lamps.	4	Watts: 560 Est. Hours: 1,043 kWh:584
4	Interior: Office areas	A 2x4, 4-Lamp T12 Fluorescent Fixture	6	will be Retrofit with (4) 4' RLED 5000K Lamps.	6	Watts: 672 Est. Hours: 4,380 kWh:2,943
5	Interior: Back office areas	A 2x4, 4-Lamp T12 Fluorescent Fixture	3	will be Retrofit with (4) 4' RLED 5000K Lamps.	3	Watts: 420 Est. Hours: 1,043 kWh:438
6	Upstairs: Break areas	A 1x4, 2-Lamp T12 Fluorescent Fixture	6	will be Retrofit with (2) 4' RLED 5000K Lamps.	6	Watts: 420 Est. Hours: 1,564 kWh:657
7	Upstairs: Storage room	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Retrofit with (2) 4' RLED 5000K Lamps.	2	Watts: 140 Est. Hours: 521 kWh:73
8	Upstairs: Bathroom	A 60w Incandescent Fixture	1	will be replaced with an 9.5w Dimming LED A-Lamp.	1	Watts: 51 Est. Hours: 261 kWh:13
9	Exterior: Left side carport	A 60w Incandescent Fixture	2	will be replaced with an 9.5w Dimming LED A-Lamp.	2	Watts: 102 Est. Hours: 521 kWh:53

Total Est. kW Savings *	4.5796
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Total Est. kWh Savings **	7,071
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* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Saver demonstrates Duke Energy's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Saver Team anytime at:

855-232-1042

www.sbeswarranty.com

The Small Business Energy Saver team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Participation Agreement

Business Name: Town of Boonville(Police Station)
Billing Address: P.O. Box 326 Boonville NC 27011
Duke Energy Customer Name: Town Of Boonville
Facility Address: 108 N Carolina Ave, Boonville, NC, 27011
Phone: 336-466-0887 Fax:
E-Mail Address: jeff.jones@boonvillenc.com
Lime Energy Project Number: DEC00166715.1

PARTICIPATING CUSTOMER

Signature: Jeff Jones
jeff.jones@boonvillenc.com
Date: 03/26/2021
Print Name: Jeff Jones
Title: Operations Manager/Operations Other

SUMMARY OF PROPOSAL PURCHASE PRICE

Final Purchase Price	\$2,690.95
Project Incentive Duke Energy project incentive paid directly to Lime Energy.	\$1,751.00
Customer Deposits	\$0.00
Customer Balance	\$939.95

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer) and Lime Energy Services Co. (the "Company" and with the Participating Customer, a "Party" and together the "Parties"). By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 45 days.

PAYMENT TERMS

Number of Months	1
Monthly Payment Amount	\$939.95
Discounted Customer Price	\$939.95

Monthly Payment Amount is approximate. The actual Monthly Payment Amount will be specified in the Financing Agreement between Participating Customer and Lender.

LIME ENERGY SERVICES CO.

Name: Sam Houston
Title: Energy Service Representative
Address: 16810 Kenton Drive, Suite 240 Huntersville, NC 28078
Telephone/Fax: (828)713-3889 / (704) 892-5907
Email: sam.houston@lime-energy.com

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

- ☒ **Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$939.95 paid upon completion of the Work.
- ☐ **12 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$88.01 per month beginning 30 days after completion of the Work, in accordance with Financing Agreement between Participating Customer and Lender.
- ☐ **24 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twenty-four (24) monthly payments of \$44.01 per month beginning 30 days after completion of the Work, in accordance with Financing Agreement between Participating Customer and Lender.
- ☐ **Extended Financing Option.** Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the Duke Energy bill for the Duke Energy Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions attached hereto and incorporated herein) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

Participation Agreement

1. Program and Measure Installation:

Lime Energy Services Co. (the "Company") will install, in a good and workmanlike manner, the measures described in the Scope of Work, (the "Measures"). The Company shall use commercially reasonable efforts to install the Measures within thirty (30) days of the participating customer (the "Participating Customer") signing this Small Business Energy Saver Program Participation Agreement (this "Agreement"). The Company shall furnish all preliminary audit requirements, labor, equipment, materials and such other items reasonably required for the installation of the Measures (collectively, the "Work") unless noted as an exception on Proposed Scope of Work. The Work to be provided under the Small Business Energy Saver Program (the "Program") is limited to work directly associated with the evaluation and installation of Measures and shall in no way include work by the Company in connection with the correction of any existing safety issues or building code violations, whether apparent or hidden, nor shall Company or the Installation Contractor be obligated to identify or notify Participating Customer of any such safety issues or building code violations. An independent contractor (the "Installation Contractor") shall be hired by the Company to install the Measures at Participating Customer's property (the "Premises"). The Installation Contractor shall permanently disable (make them unfit for reuse) all lamps replaced pursuant to this Participation Agreement. The disposal of any lighting equipment which is removed as a part of the Work will be the responsibility of the Company. When undertaking the installation, the Installation Contractor or the Company, at their sole discretion, may choose not to make the installation of the Measures for reasons related to safety, health concerns, code violations, discovery of unforeseen conditions, the presence of asbestos or other reasons that may result in higher than anticipated installation costs. Notwithstanding anything to the contrary herein, the Company reserves the right to amend or rescind and terminate the offer set forth in this Agreement at any time, including after the execution of this Agreement, if in the Company's sole discretion, the cost, timing or availability of products or services regarding this Agreement changes or if there are changes materially that require Measures that are not approved for the Program incentives. The Company shall provide the Participating Customer notice of such amendment or rescission and termination by email, in person, or by phone. All Work shall be performed during normal business hours, Monday through Friday unless the Participating Customer, Company and Installation Contractor agree otherwise. In this case the Company shall not be entitled to any additional compensation for Work performed outside of such normal business hours unless agreed to in writing between the Company and Participating Customer. The Company shall use commercially reasonable efforts to make timely delivery and installation of equipment. In no event will the Company be responsible for lost or reduced savings or financial incentives due to delays in completion of the Work. In the event that the Work spans multiple days, the Installation Contractor may store equipment and materials at the Participating Customer's facility. Title to equipment and material shall remain with the Company until it is fully paid for by Participating Customer. Risk of loss for equipment and material shall pass to Participating Customer at the time equipment and/or material is delivered to the Premises. Customer shall provide Company and Installation Contractor with reasonable access to all necessary areas of the Premises during agreed upon days and hours.

The Company or Installation Contractor may discover a condition at the premises that prohibits installation of certain Measures, a condition that requires installation of additional measures, and/or a condition that requires different quantities of certain Measures. These additional Measures may include Measures that were omitted from the original Proposed Scope of Work due to certain conditions including but not limited to missed rooms, miscounts, code violations, or other unforeseen omissions, collectively to be known as "the Amended Measures." In the event that the Company or Implementation Contractor discovers a condition that requires Amended Measures, the participating Customer hereby consents to allow Company to install or cause to be installed (through the Installation Contractor) such Amended Measures without further notice to or authorization from Participating Customer, provided that the installation of the Amended Measures does not increase the Customer Price by more than ten percent (10%). Following the installation of any Amended Measures, the Company shall provide the Participating Customer with a Revised Scope of Work that lists the Amended Measures and their corresponding energy savings metrics. In the case of a Measure that was not installed due to a condition on or at the Premises, the Revised Scope of Work shall note that such Measure was not installed. In the event that the installation of any Amended Measures will increase the Customer Price by more than ten percent (10%), then Company shall notify the Participating Customer and shall obtain written approval from the Participating Customer before proceeding with or directing any installation of the Amended Measure(s). If the actual cost at completion of the installation is less than the estimated cost, or if the Company chooses not to install Measures in accordance with this agreement, the Company shall adjust the Participating Customer's contribution and the final invoice accordingly. If the Participating Customer has selected a Payment Plan or Extended Payment Option, the customer's monthly payment shall be adjusted to reflect any applicable decrease in the total amount due from Participating Customer.

Initial: JS
E-Signed

2. Warranty and Disclaimers:

The Company shall provide the following warranties against all defects in material or workmanship, unless caused by the action or inaction of the Participating Customer, its agents, subcontractors, vendors or such other party under the control of the Participating Customer:

- Workmanship Warranty** – The Company shall warrant all workmanship for a period of one (1) year from the completion date of the Work. Participating Customer's sole remedy with respect to such warranty shall be Company's repair of any defective installation.
- Material Warranty** - For all material defects the Company will pass through the material warranty periods provided by the manufacturer or distributor of any material or equipment installed by Company at the Premises as part of the Work. The Company will act on the Participating Customer's behalf to get replacement product or credit for any material or equipment that fails within the warranty period. Manufacturer warranty periods for eligible equipment from the date of installation are as follows: Lamps – 1 year; LED Exit Signs – 10 years; Ballasts – 5 years; Fixtures – 1 year; Occupancy Sensors – 5 years; LED lamps – 5 years; LED fixtures – 5 to 10 years (depending on type/manufacturer); LED wall packs – 5 to 10 years (depending on type/manufacturer); LED Screw-ins – 5 years
- Energy Savings Disclaimer** - Neither Duke Energy nor the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill. For lighting improvements, estimated kilowatt hour energy savings displayed in this Agreement are calculated according to the wattage saved per line in the Proposed Scope of Work multiplied by the annual hours of use per line that were indicated at the time of the energy assessment.

The Company makes no other warranties, whether express or implied, with respect to the Work, including without limitation, all warranties with respect to merchantability and fitness for a particular purpose.

Dimmer Disclosure: LED's proposed for installation on lighting circuits with existing dimmers, as detailed in the scope of work under this contract, may require the installation of an LED-compatible dimmer(s). Lime Energy does not guarantee operation of LED's on lighting circuits currently operated by existing dimmer(s), nor their compatibility with newly installed dimmer(s), and is not responsible for any costs incurred by dimmer replacement(s) or installation thereof.

Construction or Product Warranty Questions

For participating SBES customers, please call 1.855.232.1042 or visit www.sbeswarranty.com for any construction questions and/or warranty related issues.

3. Confidentiality:

Without limiting the generality or specificity of any other provision of this Participation Agreement or any other agreement between Participating Customer and Company, Company and any subcontractor of Company's agrees to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of personally identifiable information ("PII") that Company creates or receives from or on behalf of Duke Energy Carolinas, LLC (Duke Energy) relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes.

Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Participating Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Participating Customer that such return or destruction is complete. Company will immediately report to Participating Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Participation Agreement. Company will fully cooperate with Participating Customer in response to any such incident. Company will report to Participating Customer and fully cooperate with Participating Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Participating Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Participation Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Participation Agreement, the indemnity provision more specific to the Liabilities shall apply.

Participation Agreement

4. Equipment and Customer Contribution:

- a. The estimated cost of the installation including the estimated Participating Customer's contribution is itemized on Proposal. The Participating Customer may choose one of the payment options as set forth on the Proposal. The Company and lender shall have sole discretion in determining whether to approve Participating Customer for extended payment terms, and Participating Customer shall provide all information reasonably requested by the Company and lender with respect to making any such determination. The Company reserves the right to receive and review credit profiles on the participating customer when deciding whether to approve extended payment terms.
- b. If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Lime Energy, your account is in default. If you are in default, you will forfeit any previously agreed upon discounts, including Lump Sum pricing, and must immediately pay your total portion of the unpaid installment pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the Account Balance. If the minimum installment payment due is not paid for three (3) consecutive periods and the Account Balance is greater or equal to the sum of those three (3) minimum required payments as determined by their Due Dates, your account is in default and you must immediately pay your total portion (all past due and future amounts) of the unpaid pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the total past due Account Balance. A Returned Payment Fee in the amount of \$50.00 will be charged to your Account by Lime Energy for each payment on your Account, either by, credit card, ACH, check or other means, that is returned to Lime Energy unpaid and or dishonored. Upon project completion, any changes to the original scope of work and associated costs will be documented and reflected in the close out process and reflected in the Project Completion Form, including any required changes to the Extended Payment Terms and Conditions.

Customer also acknowledges that the total amount due from Customer may be increased (or decreased) due to and in accordance with Section 1 hereof. Should the total amount due from Customer be increased or decreased pursuant to Section 1, Customer understands that his/her monthly payment (if Customer has selected one of the Payment Plans or the Extended Financing Option) will be automatically increased or decreased to reflect the adjusted (increased or decreased) total amount due over the applicable payment term. Customer hereby consents to and agrees to a relevant adjustment in his/her monthly payment obligation without further notice from Company.

- c. Any amount due from Participating Customer and not received by Company within 30 days of its due date shall bear interest at the rate of one and one-half percent (1.50%) per month from the date such invoice was originally due to Company.
- d. Participating Customer shall pay Company or Lender, as the case may be, all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

5. Follow-up Visits and On Site Monitoring:

The Company, Duke Energy or agents of either party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Participating Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for program evaluation purposes.

6. Indemnification from Participating Customer:

As part of agreeing to participate in the Program, which includes financial incentives to reduce the Participating Customer's net project costs, the Participating Customer shall protect, indemnify, and hold harmless the Company, Lender (if applicable) and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company, Lender (if applicable) or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Participation Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Participation Agreement by, the Company, but specifically including any Losses resulting from breach or default by Participating Customer of the terms and conditions of this Participation Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Participation Agreement.

7. Indemnification from Company:

The Company shall indemnify and hold harmless Participating Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Participation Agreement, or (b) negligent or willful misconduct in the performance of this Participation Agreement.

8. Limitation on Liability:

Company's liability to Participating Customer for all Losses pursuant to this Participation Agreement will be limited to any invoiced amounts actually received by Company from Participating Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the non-performance of any of the terms or conditions of this Participation Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Neither the Company nor Duke Energy shall, in any event, be liable to Participating Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

9. Representations of Customer:

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Participation Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Participation Agreement; and (c) entering into this Participation Agreement will not result in the breach of any agreement to which Participating Customer is a party.

10. Entire Agreement:

This Participation Agreement, including all Exhibits to this Participation Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Participation Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

11. Miscellaneous:

This Participation Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Participation Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Participation Agreement are independent contractors. As used herein this Participation Agreement, the term "Duke Energy" shall mean Duke Energy Progress, Inc., Duke Energy Carolinas, LLC., Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Indiana, Inc. depending upon the Participating Customer's regulated utility account and Facility Address. of this Participation Agreement.

12. Arbitration:

In the event of any dispute relating to this Participation Agreement, the Parties will attempt in good faith to resolve the dispute by conducting a minimum of two discussions between senior executives of each Party having authority to settle the dispute. If such discussions do not result in a resolution of the dispute within sixty (60) days, the dispute shall finally be settled by arbitration by a sole arbitrator in North Carolina, Ohio, Kentucky, or Indiana in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will not have the authority to award punitive damages to either Party. Each Party shall bear its own expenses, but the Parties will share equally the expenses of the arbitrator and the AAA. This Participation Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, Ohio, Kentucky, or Indiana.

14. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Lime Energy agrees to provide the work although the costs for this additional work will be the responsibility of the customer. Additional services may include permit fees, fixture relocations, wiring, disposal, lift equipment, any work performed outside of normal business hours, costs required to maintain compliance with electrical codes, other costs listed in the following section, and any other special project applications.

Participation Agreement

15. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 80% of the cumulative fixed unit price (one-for-one replacement or retro-fit of existing equipment and utilizing the existing electrical wiring and mounting hardware) of measures installed by the installation contractor. Work or services outside of this defined scope should be itemized on the "Non-Incentivized Work Form." If the implementation contractor discovers any unforeseen additional work outside of the program's scope, the customer should be informed of this additional work and any associated costs at that time. Should any additional work be required for measure installation, the customer will reserve the right to cancel the work for which additional costs are required. All of the following will be considered additional work and all costs associated with them shall be the responsibility of the customers: All incremental costs for specialty products above the costs of standard equipment; All mounting requirements, wiring needs, and other material and labor costs outside the standard scope of a one-for-one replacement or retrofit of existing equipment, including wiring, material, and labor costs associated with compliance with electrical codes. All incremental costs to comply with Prevailing Wage Laws for additional work needed to complete work at the customer's premises; All costs for general waste containers delivered to the installation site (if customer cannot provide general waste containers); All aerial lifts; All staging costs; All costs related to delays to measure implementation that are caused by obstructions, immovable objects, or other impediments to reasonable access to all lighting fixtures and equipment being replaced; All costs associated with the additional time needed to stabilize equipment connected to mislabeled circuit panels; If any work is cancelled by the customer because of the customer's responsibility for non-incentivized work, then all related costs, savings, and incentives proposed for the affected measures will be removed and reflected in the customer's final invoice.

Payment Information

Participation Customer: Town of Boonville(Police Station), Town Of Boonville

EIN: DEC00166715.1

Facility Address: 108 N Carolina Ave Boonville NC 27011

Phone Number: 336-466-0887

Email Address: jeff.jones@boonvillenc.com

Thank you for allowing Lime Energy Services Co. ("Lime") to assist you with your energy efficiency project. We want to make the process of making payments under your payment plan as easy as possible for each customer. Deposits and Lump Sum payments will be made directly to Lime. We offer multiple ways to pay:

DEPOSIT: If a deposit was required by your Program Agreement or Energy Savings Agreement, you will pay a deposit at the time you sign your Program Agreement or Energy Savings Agreement. This deposit amount will be deducted from the total cost of the work. This Payment Authorization Form will apply to any other amounts owed under your Program Agreement or Energy Savings Agreement.

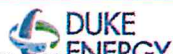
MAKING PAYMENTS: You have a number of ways to make your payments to Lime. These payment methods will depend upon the billing option that you chose in your Program Agreement or Energy Savings Agreement. Your selection will be shown on your Project Completion Form.

LUMP SUM PAYMENTS: If you elected to pay Lime in a lump sum, you have a number of ways of making your payment. You will be invoiced by Lime for the amount due. Payments can be made using:

- *A Paper Check:* Mail your check to the following address and include your Project Number in the memo line.
Lime Accounts Receivable Department
100 Mulberry Street, 4 Gateway Center, 4th Floor
Newark, NJ 07102
- *Lime's Online Payment Portal:* You can set up a payment by credit or debit card, or an ACH transfer from your bank account using Lime's Payment Portal, available at www.paylime.com.
- *Lime's Payment by Phone Service:* You can call Lime to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-PAY-LIME or (1-833-729-5463) during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).

All electronic payments are subject to the following Payment Terms and Conditions:

- By arranging electronic payments, you hereby represent that you authorize Lime Energy Services Co., its agents, successors, and assigns, hereinafter called "we," "us," or "Company" to initiate debit entries to your card or bank account, at the bank or credit union you designate. You represent that you are an authorized signer on the account or card that you provide for payment. You further authorize us to debit your card or account for each payment owing under your Project Proposal, the Program Participation Agreement (including any payment plan terms), the Energy Savings Agreement (including any payment plan terms), and the associated Project Completion Form (collectively, the "AGREEMENTS," which incorporate any change orders or changes incorporated in the Project Completion Form). Your authorization will include the right to debit your card or account for all amounts due under the AGREEMENTS (or such lesser or greater amount as may be owing) including any returned payment charge, insufficient funds charge, or other amounts owing under the AGREEMENTS because of your default. You acknowledge that the origination of debits to your card or account must comply with the provisions of U.S. law and the various network rules.
- You understand and acknowledge that you may terminate an electronic payment authorization by notifying us in such time and manner as to afford us and your bank/credit union a reasonable opportunity to act on it. In no event will we be able to terminate an authorization with less than five (5) days' notice. Any revocation will have no effect on payments previously made.
- **IF YOU ELECT TO TERMINATE A PAYMENT AUTHORIZATION WITHOUT PROVIDING UPDATED PAYMENT INFORMATION TO COMPANY, YOU WILL BE IMMEDIATELY INVOICED FOR THE LUMP SUM PAYMENT AMOUNT SHOWN IN THE AGREEMENTS, LESS ANY AMOUNTS YOU PREVIOUSLY PAID.**



Small Business
Energy Saver

Proposal Provided By:



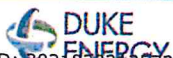
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Payment Information

- For payments you arrange electronically, you understand that because these are electronic transactions, these funds may be withdrawn from your account or card as soon as the listed payment date. In the case of an ACH transaction being rejected for Non-Sufficient Funds ("NSF") I understand that Lime may, at its discretion, attempt to process the charge again within thirty (30) days, and agree to an additional \$50.00 charge (or the maximum amount allowed by your state's law) for each attempt returned for NSF which will be initiated as a separate transaction from the authorized recurring payment.
- **A RETURNED PAYMENT FEE OF \$50.00 WILL BE CHARGED IF ANY PAYMENT IS RETURNED AS UNPAID, DISHONORED, OR DUE TO INSUFFICIENT FUNDS.**

PAYMENT PLANS OR EXTENDED FINANCING: If you elected to pay under a payment plan or extended financing, the terms of that arrangement are contained in your Financing Agreement with the Lender. The payment plan or extended financing you selected will be shown on the Project Completion Form. You are responsible for making all payments under the Program Agreement or Energy Savings Agreement directly to the Lender.



Small Business
Energy Saver

Doc ID: 20210322135735657
Certified Electronic Signature

Proposal Provided By:



DEC00166715.1

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Small Business
Energy Saver

Duke Energy Small Business Energy Saver Program

Energy Efficiency Proposal

Presented to:

Town of Boonville(Library)
Jeff Jones (Facilities
Director/Coordinator/Manager)
Town Of Boonville
121 W Main st

Boonville, NC 27011
3364660887
jeff.jones@boonvillenc.com

Presented by:

Sam Houston
Energy Service Representative

LIME ENERGY SERVICES CO.
16810 Kenton Drive,
Suite 240
Huntersville, NC 28078
828-713-3889
sam.houston@lime-energy.com



Contents:

- 2 Summary
- 3 Payment Options
- 4 Scope of Work
- 6 Delivery Plan
- 7 Participation Agreement
- 10 Payment Information

Accept this proposal today to join over
18,000 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$1,212** less on energy per year if you take advantage of our energy efficiency upgrades .

VALUE ADDED BENEFITS

✓ Reduce

Maintenance Costs

✓ Enhance

Employee Productivity

✓ Increase

Customer Comfort to Improve Sales

✓ Improve

Workplace Safety and Reduce Potential Hazards

EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

💰 Savings after

1 Month..... \$101.00

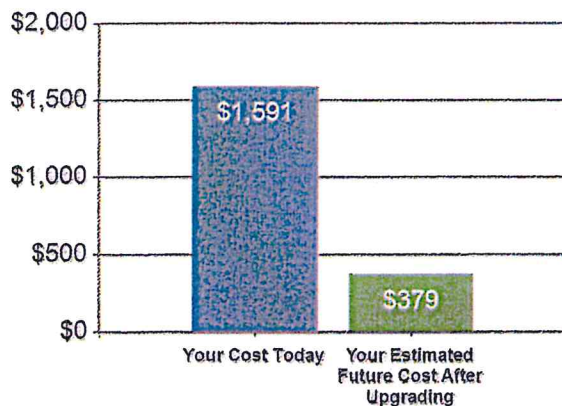
💰 Savings after

1 Year..... \$1,212.06

💰 Savings after

5 Years..... \$6,060.29

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$8,360.71
Utility Incentive (22%)	\$1,834.75
Your Cost (78%)	\$6,525.96

Est. Annual Savings*	\$1,212.06/yr
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Est. 1st Yr Return on Investment	19%
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*Estimated savings in dollars is based on a rate of \$0.124 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

Potential Ancillary Saving Benefits

Est. Maintenance Savings †	\$223.00
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The maintenance savings estimated in this proposal are not guaranteed. The maintenance savings in this proposal are an estimate based upon Customer maintenance information obtained by the Energy Advisor through on-site observations and interviews with the Customer as well as information on the maintenance cost reduction between the existing and proposed measures outlined in the scope of work. Any changes in use, equipment, abnormal weather conditions, or other external factors can impact your maintenance costs and savings.

Payment Options

Option 1: Lump Sum Payment - Best Option!

Est. 1st year return on investment	25%
Deposit (0%)	\$0.00
Total Payment	\$5,808.05
11.00% discount of \$717.91 if you pay upgrade in full after completion	
Potential Ancillary Saving Benefits	
Est. Maintenance Savings †	\$223.00

† The maintenance savings estimated in this proposal are not guaranteed. The maintenance savings in this proposal are an estimate based upon Customer maintenance information obtained by the Energy Advisor through on-site observations and interviews with the Customer as well as information on the maintenance cost reduction between the existing and proposed measures outlined in the scope of work. Any changes in use, equipment, abnormal weather conditions, or other external factors can impact your maintenance costs and savings.

Option 2: Payment Plans

Term	12 Months	24 Months
Monthly Savings	\$101.00	\$101.00
Monthly Payment	\$543.83	\$271.91
Monthly Cash Flow	(\$442.83)	(\$170.91)

Payment plans are offered through Ascentium Capital (the "Lender").

Option 3: Extended Financing Options

Term	36 Months	48 Months	60 Months
Monthly Savings	\$101.00	\$101.00	\$101.00
Monthly Payment	\$189.02	\$147.53	\$124.52
Monthly Cash Flow	(\$88.02)	(\$46.53)	(\$23.52)

Extended Financing Options are offered through the Lender. Participating Customers must qualify separately.

Scope of Work

Building: TOWN OF BOONVILLE		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Interior: Library areas	A 2x2, 2-Lamp T12 Fluorescent Fixture	20	will be replaced with a New LED 2x2 Prismatic Troffer <= 30W	20	Watts: 720 Est. Hours: 2,346 kWh:1,689
2	Interior: Library areas	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (4) 4' RLED 5000K Lamps.	1	Watts: 70 Est. Hours: 2,346 kWh:164
3	Interior: Bathrooms	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	4	will be Retrofit with (2) 4' RLED 5000K Lamps.	4	Watts: 144 Est. Hours: 1,304 kWh:188
4	Interior: Storage rooms	A 2x2, 2-Lamp T12 Fluorescent Fixture	4	will be replaced with a New LED 2x2 Prismatic Troffer <= 30W	4	Watts: 144 Est. Hours: 782 kWh:113
5	Interior: Back office	A 2x2, 2-Lamp T12 Fluorescent Fixture	2	will be replaced with a New LED 2x2 Prismatic Troffer <= 30W	2	Watts: 72 Est. Hours: 1,043 kWh:75
6	Interior: Library areas	A 60w Incandescent Fixture	15	will be replaced with an 9.5w Dimming LED A-Lamp.	15	Watts: 768 Est. Hours: 2,346 kWh:1,802
7	Exterior: Back WP	A 150w Metal Halide Fixture	1	will be replaced with a New LED 23W Wall Pack, 4000K, Carbon Bronze, Photocell	1	Watts: 167 Est. Hours: 4,380 kWh:731
7	Exterior: Back WP			Integrated Fixture Sensor - Photocell	1	Watts: 0 Est. Hours: 0 kWh:0
8	Interior: Library areas	(2) 22w Twin Compact Fluorescent Lamp.	44	will be replaced with a Dimmable 12w Par38 LED Lamp.	44	Watts: 1,848 Est. Hours: 2,346 kWh:4,336
9	Interior: Front foyer	A 60w Incandescent Fixture	7	will be replaced with an 9.5w Dimming LED A-Lamp.	7	Watts: 358 Est. Hours: 1,043 kWh:374

Building: TOWN OF BOONVILLE		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
10	Exterior: Back wall lantern	A 60w Incandescent Fixture	1	will be replaced with an 9.5w Dimming LED A-Lamp.	1	Watts: 51 Est. Hours: 1,564 kWh:80
11	Exterior: Front entrance lanterns	A 60w Incandescent Fixture	2	will be replaced with an 9.5w Dimming LED A-Lamp.	2	Watts: 102 Est. Hours: 1,564 kWh:160
12	Exterior: Front eave	(2) 22w Twin Compact Fluorescent Lamp.	1	will be retrofit with a 13w Dimming Hardwire LED Can Retrofit Kit.	1	Watts: 41 Est. Hours: 1,043 kWh:43
14	Interior: Storage rooms	Lift Required for installation	1	Articulating Lift Rental 1 Day	1	Watts: 0 Est. Hours: 782 kWh:0
15	Interior: Storage rooms	Lift Required for installation	1	Lift Delivery	1	Watts: 0 Est. Hours: 782 kWh:0

Non-Incentivized Scope of Work

Line	Location	Item	Qty	Price
13	Interior: Library areas	Misc. Materials	225	\$414.00

Total Est. kW Savings *	4.48586
Total Est. kWh Savings **	9,755

* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Saver demonstrates Duke Energy's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Saver Team anytime at:

855-232-1042
www.sbeswarranty.com

The Small Business Energy Saver team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Participation Agreement

Business Name: Town of Boonville(Library)
Billing Address: 111 N Front st Elkin NC 28621
Duke Energy Customer Name: Town Of Boonville
Facility Address: 121 W Main st, Boonville, NC, 27011
Phone: 3364660887 Fax: (336) 367-7941
E-Mail Address: jeff.jones@boonvillenc.com
Lime Energy Project Number: DEC00166714.1

PARTICIPATING CUSTOMER

Signature: Jeff Jones
jeff.jones@boonvillenc.com
Date: 03/26/2021
Print Name: Jeff Jones
Title: Facilities Director/Coordinator/Manager

SUMMARY OF PROPOSAL PURCHASE PRICE

Final Purchase Price	\$7,642.80
Project Incentive Duke Energy project incentive paid directly to Lime Energy.	\$1,834.75
Customer Deposits	\$0.00
Customer Balance	\$5,808.05

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer) and Lime Energy Services Co. (the "Company" and with the Participating Customer, a "Party" and together the "Parties"). By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 45 days.

PAYMENT TERMS

Number of Months	1
Monthly Payment Amount	\$5,808.05
Discounted Customer Price	\$5,808.05

Monthly Payment Amount is approximate. The actual Monthly Payment Amount will be specified in the Financing Agreement between Participating Customer and Lender.

LIME ENERGY SERVICES CO.

Name: Sam Houston
Title: Energy Service Representative
Address: 16810 Kenton Drive, Suite 240 Huntersville, NC 28078
Telephone/Fax: (828)713-3889 / (704) 892-5907
Email: sam.houston@lime-energy.com

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

- ☒ **Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$5,808.05 paid upon completion of the Work.
- ☐ **12 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$543.83 per month beginning 30 days after completion of the Work, in accordance with Financing Agreement between Participating Customer and Lender.
- ☐ **24 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twenty-four (24) monthly payments of \$271.91 per month beginning 30 days after completion of the Work, in accordance with Financing Agreement between Participating Customer and Lender.
- ☐ **Extended Financing Option.** Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the Duke Energy bill for the Duke Energy Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions attached hereto and incorporated herein) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

Participation Agreement

1. Program and Measure Installation:

Lime Energy Services Co. (the "Company") will install, in a good and workmanlike manner, the measures described in the Scope of Work, (the "Measures"). The Company shall use commercially reasonable efforts to install the Measures within thirty (30) days of the participating customer (the "Participating Customer") signing this Small Business Energy Saver Program Participation Agreement (this "Agreement"). The Company shall furnish all preliminary audit requirements, labor, equipment, materials and such other items reasonably required for the installation of the Measures (collectively, the "Work") unless noted as an exception on Proposed Scope of Work. The Work to be provided under the Small Business Energy Saver Program (the "Program") is limited to work directly associated with the evaluation and installation of Measures and shall in no way include work by the Company in connection with the correction of any existing safety issues or building code violations, whether apparent or hidden, nor shall Company or the Installation Contractor be obligated to identify or notify Participating Customer of any such safety issues or building code violations. An independent contractor (the "Installation Contractor") shall be hired by the Company to install the Measures at Participating Customer's property (the "Premises"). The Installation Contractor shall permanently disable (make them unfit for reuse) all lamps replaced pursuant to this Participation Agreement. The disposal of any lighting equipment which is removed as a part of the Work will be the responsibility of the Company. When undertaking the installation, the Installation Contractor or the Company, at their sole discretion, may choose not to make the installation of the Measures for reasons related to safety, health concerns, code violations, discovery of unforeseen conditions, the presence of asbestos or other reasons that may result in higher than anticipated installation costs. Notwithstanding anything to the contrary herein, the Company reserves the right to amend or rescind and terminate the offer set forth in this Agreement at any time, including after the execution of this Agreement, if in the Company's sole discretion, the cost, timing or availability of products or services regarding this Agreement changes or if there are changes materially that require Measures that are not approved for the Program incentives. The Company shall provide the Participating Customer notice of such amendment or rescission and termination by email, in person, or by phone. All Work shall be performed during normal business hours, Monday through Friday unless the Participating Customer, Company and Installation Contractor agree otherwise. In this case the Company shall not be entitled to any additional compensation for Work performed outside of such normal business hours unless agreed to in writing between the Company and Participating Customer. The Company shall use commercially reasonable efforts to make timely delivery and installation of equipment. In no event will the Company be responsible for lost or reduced savings or financial incentives due to delays in completion of the Work. In the event that the Work spans multiple days, the Installation Contractor may store equipment and materials at the Participating Customer's facility. Title to equipment and material shall remain with the Company until it is fully paid for by Participating Customer. Risk of loss for equipment and material shall pass to Participating Customer at the time equipment and/or material is delivered to the Premises. Customer shall provide Company and Installation Contractor with reasonable access to all necessary areas of the Premises during agreed upon days and hours.

The Company or Installation Contractor may discover a condition at the premises that prohibits installation of certain Measures, a condition that requires installation of additional measures, and/or a condition that requires different quantities of certain Measures. These additional Measures may include Measures that were omitted from the original Proposed Scope of Work due to certain conditions including but not limited to missed rooms, miscounts, code violations, or other unforeseen omissions, collectively to be known as "the Amended Measures." In the event that the Company or Implementation Contractor discovers a condition that requires Amended Measures, the participating Customer hereby consents to allow Company to install or cause to be installed (through the Installation Contractor) such Amended Measures without further notice to or authorization from Participating Customer, provided that the installation of the Amended Measures does not increase the Customer Price by more than ten percent (10%). Following the installation of any Amended Measures, the Company shall provide the Participating Customer with a Revised Scope of Work that lists the Amended Measures and their corresponding energy savings metrics. In the case of a Measure that was not installed due to a condition on or at the Premises, the Revised Scope of Work shall note that such Measure was not installed. In the event that the installation of any Amended Measures will increase the Customer Price by more than ten percent (10%), then Company shall notify the Participating Customer and shall obtain written approval from the Participating Customer before proceeding with or directing any installation of the Amended Measure(s). If the actual cost at completion of the installation is less than the estimated cost, or if the Company chooses not to install Measures in accordance with this agreement, the Company shall adjust the Participating Customer's contribution and the final invoice accordingly. If the Participating Customer has selected a Payment Plan or Extended Payment Option, the customer's monthly payment shall be adjusted to reflect any applicable decrease in the total amount due from Participating Customer.

Initial:

JS
E-Signed

2. Warranty and Disclaimers:

The Company shall provide the following warranties against all defects in material or workmanship, unless caused by the action or inaction of the Participating Customer, its agents, subcontractors, vendors or such other party under the control of the Participating Customer:

- Workmanship Warranty** – The Company shall warrant all workmanship for a period of one (1) year from the completion date of the Work. Participating Customer's sole remedy with respect to such warranty shall be Company's repair of any defective installation.
- Material Warranty** – For all material defects the Company will pass through the material warranty periods provided by the manufacturer or distributor of any material or equipment installed by Company at the Premises as part of the Work. The Company will act on the Participating Customer's behalf to get replacement product or credit for any material or equipment that fails within the warranty period. Manufacturer warranty periods for eligible equipment from the date of installation are as follows: Lamps – 1 year; LED Exit Signs – 10 years; Ballasts – 5 years; Fixtures – 1 year; Occupancy Sensors – 5 years; LED lamps – 5 years; LED fixtures – 5 to 10 years (depending on type/manufacturer); LED wall packs – 5 to 10 years (depending on type/manufacturer); LED Screw-ins – 5 years
- Energy Savings Disclaimer** – Neither Duke Energy nor the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill. For lighting improvements, estimated kilowatt hour energy savings displayed in this Agreement are calculated according to the wattage saved per line in the Proposed Scope of Work multiplied by the annual hours of use per line that were indicated at the time of the energy assessment.

The Company makes no other warranties, whether express or implied, with respect to the Work, including without limitation, all warranties with respect to merchantability and fitness for a particular purpose.

Dimmer Disclosure: LED's proposed for installation on lighting circuits with existing dimmers, as detailed in the scope of work under this contract, may require the installation of an LED-compatible dimmer(s). Lime Energy does not guarantee operation of LED's on lighting circuits currently operated by existing dimmer(s), nor their compatibility with newly installed dimmer(s), and is not responsible for any costs incurred by dimmer replacement(s) or installation thereof.

Construction or Product Warranty Questions

For participating SBES customers, please call 1.855.232.1042 or visit www.sbeswarranty.com for any construction questions and/or warranty related issues.

3. Confidentiality:

Without limiting the generality or specificity of any other provision of this Participation Agreement or any other agreement between Participating Customer and Company, Company and any subcontractor of Company's agrees to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of personally identifiable information ("PII") that Company creates or receives from or on behalf of Duke Energy Carolinas, LLC (Duke Energy) relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes.

Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Participating Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Participating Customer that such return or destruction is complete. Company will immediately report to Participating Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Participation Agreement. Company will fully cooperate with Participating Customer in response to any such incident. Company will report to Participating Customer and fully cooperate with Participating Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Participating Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Participation Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Participation Agreement, the indemnity provision more specific to the Liabilities shall apply.

Participation Agreement

4. Equipment and Customer Contribution:

- a. The estimated cost of the installation including the estimated Participating Customer's contribution is itemized on Proposal. The Participating Customer may choose one of the payment options as set forth on the Proposal. The Company and lender shall have sole discretion in determining whether to approve Participating Customer for extended payment terms, and Participating Customer shall provide all information reasonably requested by the Company and lender with respect to making any such determination. The Company reserves the right to receive and review credit profiles on the participating customer when deciding whether to approve extended payment terms.
- b. If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Lime Energy, your account is in default. If you are in default, you will forfeit any previously agreed upon discounts, including Lump Sum pricing, and must immediately pay your total portion of the unpaid Instalment pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the Account Balance. If the minimum Instalment payment due is not paid for three (3) consecutive periods and the Account Balance is greater or equal to the sum of those three (3) minimum required payments as determined by their Due Dates, your account is in default and you must immediately pay your total portion (all past due and future amounts) of the unpaid pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the total past due Account Balance. A Returned Payment Fee in the amount of \$50.00 will be charged to your Account by Lime Energy for each payment on your Account, either by, credit card, ACH, check or other means, that is returned to Lime Energy unpaid and or dishonored. Upon project completion, any changes to the original scope of work and associated costs will be documented and reflected in the close out process and reflected in the Project Completion Form, including any required changes to the Extended Payment Terms and Conditions.

Customer also acknowledges that the total amount due from Customer may be increased (or decreased) due to and in accordance with Section 1 hereof. Should the total amount due from Customer be increased or decreased pursuant to Section 1, Customer understands that his/her monthly payment (if Customer has selected one of the Payment Plans or the Extended Financing Option) will be automatically increased or decreased to reflect the adjusted (increased or decreased) total amount due over the applicable payment term. Customer hereby consents to and agrees to a relevant adjustment in his/her monthly payment obligation without further notice from Company.

- c. Any amount due from Participating Customer and not received by Company within 30 days of its due date shall bear interest at the rate of one and one-half percent (1.50%) per month from the date such invoice was originally due to Company.
- d. Participating Customer shall pay Company or Lender, as the case may be, all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

5. Follow-up Visits and On Site Monitoring:

The Company, Duke Energy or agents of either party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Participating Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for program evaluation purposes.

6. Indemnification from Participating Customer:

As part of agreeing to participate in the Program, which includes financial incentives to reduce the Participating Customer's net project costs, the Participating Customer shall protect, indemnify, and hold harmless the Company, Lender (if applicable) and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company, Lender (if applicable) or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Participation Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Participation Agreement by, the Company, but specifically including any Losses resulting from breach or default by Participating Customer of the terms and conditions of this Participation Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Participation Agreement.

7. Indemnification from Company:

The Company shall indemnify and hold harmless Participating Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Participation Agreement, or (b) negligent or willful misconduct in the performance of this Participation Agreement.

8. Limitation on Liability:

Company's liability to Participating Customer for all Losses pursuant to this Participation Agreement will be limited to any invoiced amounts actually received by Company from Participating Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the non-performance of any of the terms or conditions of this Participation Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Neither the Company nor Duke Energy shall, in any event, be liable to Participating Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

9. Representations of Customer:

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Participation Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Participation Agreement; and (c) entering into this Participation Agreement will not result in the breach of any agreement to which Participating Customer is a party.

10. Entire Agreement:

This Participation Agreement, including all Exhibits to this Participation Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Participation Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

11. Miscellaneous:

This Participation Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Participation Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Participation Agreement are independent contractors. As used herein this Participation Agreement, the term "Duke Energy" shall mean Duke Energy Progress, Inc., Duke Energy Carolinas, LLC., Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Indiana, Inc. depending upon the Participating Customer's regulated utility account and Facility Address. of this Participation Agreement.

12. Arbitration:

In the event of any dispute relating to this Participation Agreement, the Parties will attempt in good faith to resolve the dispute by conducting a minimum of two discussions between senior executives of each Party having authority to settle the dispute. If such discussions do not result in a resolution of the dispute within sixty (60) days, the dispute shall finally be settled by arbitration by a sole arbitrator in North Carolina, Ohio, Kentucky, or Indiana in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will not have the authority to award punitive damages to either Party. Each Party shall bear its own expenses, but the Parties will share equally the expenses of the arbitrator and the AAA. This Participation Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, Ohio, Kentucky, or Indiana.

14. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Lime Energy agrees to provide the work although the costs for this additional work will be the responsibility of the customer. Additional services may include permit fees, fixture relocations, wiring, disposal, lift equipment, any work performed outside of normal business hours, costs required to maintain compliance with electrical codes, other costs listed in the following section, and any other special project applications.

Participation Agreement

15. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 80% of the cumulative fixed unit price (one-for-one replacement or retro-fit of existing equipment and utilizing the existing electrical wiring and mounting hardware) of measures installed by the installation contractor. Work or services outside of this defined scope should be itemized on the "Non-Incentivized Work Form." If the implementation contractor discovers any unforeseen additional work outside of the program's scope, the customer should be informed of this additional work and any associated costs at that time. Should any additional work be required for measure installation, the customer will reserve the right to cancel the work for which additional costs are required. All of the following will be considered additional work and all costs associated with them shall be the responsibility of the customers: All incremental costs for specialty products above the costs of standard equipment; All mounting requirements, wiring needs, and other material and labor costs outside the standard scope of a one-for-one replacement or retrofit of existing equipment, including wiring, material, and labor costs associated with compliance with electrical codes. All incremental costs to comply with Prevailing Wage Laws for additional work needed to complete work at the customer's premises; All costs for general waste containers delivered to the installation site (if customer cannot provide general waste containers); All aerial lifts; All staging costs; All costs related to delays to measure implementation that are caused by obstructions, immovable objects, or other impediments to reasonable access to all lighting fixtures and equipment being replaced; All costs associated with the additional time needed to stabilize equipment connected to mislabeled circuit panels; If any work is cancelled by the customer because of the customer's responsibility for non-incentivized work, then all related costs, savings, and incentives proposed for the affected measures will be removed and reflected in the customer's final invoice.

Payment Information

Participation Customer: Town of Boonville(Library), Town Of Boonville

EIN: DEC00166715.1

Facility Address: 121 W Main st Boonville NC 27011

Phone Number: 3364660887

Email Address: jeff.jones@boonvillenc.com

Thank you for allowing Lime Energy Services Co. ("Lime") to assist you with your energy efficiency project. We want to make the process of making payments under your payment plan as easy as possible for each customer. Deposits and Lump Sum payments will be made directly to Lime. We offer multiple ways to pay:

DEPOSIT: If a deposit was required by your Program Agreement or Energy Savings Agreement, you will pay a deposit at the time you sign your Program Agreement or Energy Savings Agreement. This deposit amount will be deducted from the total cost of the work. This Payment Authorization Form will apply to any other amounts owed under your Program Agreement or Energy Savings Agreement.

MAKING PAYMENTS: You have a number of ways to make your payments to Lime. These payment methods will depend upon the billing option that you chose in your Program Agreement or Energy Savings Agreement. Your selection will be shown on your Project Completion Form.

LUMP SUM PAYMENTS: If you elected to pay Lime in a lump sum, you have a number of ways of making your payment. You will be invoiced by Lime for the amount due. Payments can be made using:

- **A Paper Check:** Mail your check to the following address and include your Project Number in the memo line.
Lime Accounts Receivable Department
100 Mulberry Street, 4 Gateway Center, 4th Floor
Newark, NJ 07102
- **Lime's Online Payment Portal:** You can set up a payment by credit or debit card, or an ACH transfer from your bank account using Lime's Payment Portal, available at www.paylime.com.
- **Lime's Payment by Phone Service:** You can call Lime to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-PAY-LIME or (1-833-729-5463) during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).

All electronic payments are subject to the following Payment Terms and Conditions:

- By arranging electronic payments, you hereby represent that you authorize Lime Energy Services Co., its agents, successors, and assigns, hereinafter called "we," "us," or "Company" to initiate debit entries to your card or bank account, at the bank or credit union you designate. You represent that you are an authorized signer on the account or card that you provide for payment. You further authorize us to debit your card or account for each payment owing under your Project Proposal, the Program Participation Agreement (including any payment plan terms), the Energy Savings Agreement (including any payment plan terms), and the associated Project Completion Form (collectively, the "AGREEMENTS," which incorporate any change orders or changes incorporated in the Project Completion Form). Your authorization will include the right to debit your card or account for all amounts due under the AGREEMENTS (or such lesser or greater amount as may be owing) including any returned payment charge, insufficient funds charge, or other amounts owing under the AGREEMENTS because of your default. You acknowledge that the origination of debits to your card or account must comply with the provisions of U.S. law and the various network rules.
- You understand and acknowledge that you may terminate an electronic payment authorization by notifying us in such time and manner as to afford us and your bank/credit union a reasonable opportunity to act on it. In no event will we be able to terminate an authorization with less than five (5) days' notice. Any revocation will have no effect on payments previously made.
- **IF YOU ELECT TO TERMINATE A PAYMENT AUTHORIZATION WITHOUT PROVIDING UPDATED PAYMENT INFORMATION TO COMPANY, YOU WILL BE IMMEDIATELY INVOICED FOR THE LUMP SUM PAYMENT AMOUNT SHOWN IN THE AGREEMENTS, LESS ANY AMOUNTS YOU PREVIOUSLY PAID.**

Payment Information

- For payments you arrange electronically, you understand that because these are electronic transactions, these funds may be withdrawn from your account or card as soon as the listed payment date. In the case of an ACH transaction being rejected for Non-Sufficient Funds ("NSF") I understand that Lime may, at its discretion, attempt to process the charge again within thirty (30) days, and agree to an additional \$50.00 charge (or the maximum amount allowed by your state's law) for each attempt returned for NSF which will be initiated as a separate transaction from the authorized recurring payment.
- **A RETURNED PAYMENT FEE OF \$50.00 WILL BE CHARGED IF ANY PAYMENT IS RETURNED AS UNPAID, DISHONORED, OR DUE TO INSUFFICIENT FUNDS.**

PAYMENT PLANS OR EXTENDED FINANCING: If you elected to pay under a payment plan or extended financing, the terms of that arrangement are contained in your Financing Agreement with the Lender. The payment plan or extended financing you selected will be shown on the Project Completion Form. You are responsible for making all payments under the Program Agreement or Energy Savings Agreement directly to the Lender.

CHARLES E. SCOTT, CPA
KEITH E. SCOTT, CPA
KAREN S. MORRISON, CPA

CHARLES E. SCOTT CPA, P.A.

CERTIFIED PUBLIC ACCOUNTANTS
P. O. BOX 595
YADKINVILLE, NORTH CAROLINA 27055

MEMBER OF
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

TELEPHONE (336) 679-3116
FAX (336) 679-3117

February 28, 2021

TOWN OF BOONVILLE
P.O. BOX 326
BOONVILLE, NC 27011

ALL ACCOUNTS PAYABLE
UPON PRESENTATION

FOR PROFESSIONAL SERVICES:

Preparation of workpapers and adjustments for audit for year
ended June 30, 2020

\$ 12,600.00

EW2 Environmental, Inc.
7245 Pineville-Matthews Road
Suite 100
Charlotte, NC 28226

Voice: 704-542-2444
Fax: 704-542-7003

QUOTATION

Quote Number: 3378
Quote Date: Mar 18, 2021
Page: 1

Quoted To:

Boonville, Town of
Accounts Payable
P.O. Box 326
Boonville, NC 27011
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
BOONVILLE	4/17/21	Net 30 Days	Gail Orr

Quantity	Item	Description	Unit Price	Amount
8.00	331014-002	Lamp Sleeve Kit, 64" PTP/UV3B Kit Includes: 4- Lamps 4- Sleeves 4- Sleeve Sealing O-Rings 4- O-Rings, Support 4 - Compression Springs	264.90	2,119.20
4.00	915734	Receptacle Assy, UV3B 5P; Replaces 318080	27.96	111.84
4.00	915509-06	Plug, Moodule Power CordUV3B 5 Pin 16AWG 6' Replaces PN 318153	73.44	293.76
ADDITIONAL TERMS:			TOTAL	2,524.80

NOTE: Freight and Taxes are not included in quote.

Freight: Prepaid and Added

Delivery: Bestway, Standard Ground unless otherwise instructed by customer

Taxes: Added to Invoice if Applicable